

PROPRIETARY SOFTWARE LICENSE AGREEMENT

This license agreement is entered into the date set forth below by and between Badger Meter, Inc., Milwaukee, Wisconsin 53223 ("Badger") and Licensee Identified below, and governs the terms and conditions for Licensee's use of Badger's trade secret/proprietary software associated with Badger's Meter Reading Technologies (MRT) system for which good and valuable consideration has been paid by Licensee.

Nature of Badger's proprietary rights in software. Licensee acknowledges that Badger is the copyright owner and the trade secret owner of the proprietary software subject of this agreement. The subject matter of the MRT system is the basis for patent application(s) filed by Badger with the U.S. Patent and Trademark office.

Scope of software licensed. This is a paid-up, nonexclusive license covering the operating diskette, which serial number is set forth below and is for use solely as operating the MRT software, together with any future modifications or improvements supplied by Badger for these purposes.

Limits on copying software. Licensee agrees to make and keep only one archival copy of this software for safe keeping in a secure place acceptable to Badger, which acceptance will not be unreasonably withheld, such as a bank safety deposit box, or a company controlled safe off-premises from the Licensee's EDP facility. Licensee shall make no other copies without the prior written consent of Badger, which consent shall not be unreasonably withheld.

Limits on Licensee's use of the proprietary software. Licensee and its employees may use the licensed software solely in conjunction with the MRT System installed on Licensee's premises. Licensee shall not sublicense, rent, lease, give, transfer or loan the licensed software to any third party, including but not limited to other municipalities, trade associations, software and EDP hardware suppliers, former employees, engineering consulting firms, provided however, that Badger's duly authorized service bureau representatives may use the software in connection with its service and maintenance activities. Licensee shall not permit the MRT System to be installed by any party that is or could potentially become a competitor of Badger Meter, Inc.

Licensee security safeguards. Licensee agrees to give a copy of this agreement to every EDP employee now or hereafter assigned to

work on the MRT system and maintain the employee's receipt for such document in the employer's personnel file. LICENSEE'S EDP EMPLOYEES WILL BE INSTRUCTED TO FOLLOW THESE LICENSE RESTRICTIONS ON USE OF THE SOFTWARES DISKETTE.

Licensee further agrees not to remove the licensed software from its on-premises EDP facility and to keep the software locked in a secure place on premises after office hours.

Licensee shall notify licensor promptly if the licensed software is lost or destroyed.

Replacement of defective CD/DVD. Defective CD/DVD will be replaced promptly upon return of the defective CD/DVD to Badger at no charge.

Expiration of this License. This license continues in full force and effect for the entire period during which Licensee owns, operates or possesses the MRT System. Should Licensee dispose of its MRT System, Licensee shall promptly notify Badger and return all copies of the software to Badger. If Licensee desires to sell or lease the MRT System to a third party, Licensee shall notify Badger immediately. Badger shall determine whether it desires to enter into a software license with the third party. In the event the third party is acceptable to Badger, Licensee may transfer the software to the third party after the License Agreement has been executed by the third party and Badger. In the event an agreement cannot be reached, Licensee must return the software to Badger. Licensee may so remain in possession of the software if it desires the opportunity to search for a third party acceptable to Badger.

Limited Warranty. The software is covered by the limited warranty issued by Badger on the entire MRT system and is incorporated herein by reference.

Entire Agreement. This is the entire understanding of the parties governing Licensee's use of the software. The terms of this license will apply except in instances where the requirements of Licensee's RFP #09-127 provide Licensee with greater protection, in which case Licensee's RFP will govern. Any changes to this license must be made in writing and signed by the party to be bound thereby. This license will be governed by the laws of Arizona.

SOFTWARE CD/DVD UNDER LICENSEE:

Serial Number(s):
Software Name(s):
Contract Effective Date:
Date of this Agreement:

® _____
05/06/2010

AGREED:

BADGER METER, INC.

by Theresa M. Szafranski
Theresa M. Szafranski
Assistant Secretary

LICENSEE:

Name of Municipal Utility:

Address

City, State, Zip

by _____

Signature of Contracting Official

Title

EDP EMPLOYEES SHOULD FEEL FREE TO CONTACT THEIR SUPERIOR OR BADGER METER REPRESENTATIVES IN THE EVENT QUESTIONS ARISE CONCERNING THIS LICENSE.